

1 RAYMOND G. FORTNER, JR., COUNTY COUNSEL
RICHARD K. MASON, Assistant County Counsel
2 DIANE CIESLIKOWSKI REAGAN; SBN: 98709
Principal Deputy County Counsel
3 648 Kenneth Hahn Hall of Administration
500 West Temple Street
4 Los Angeles, California 90012-2713
Telephone: (213) 974-1868 Facsimile: (213) 680-2165

5 JOSEPH A. HEATH, Esq., SBN: 125826
6 RENEE E. JENSEN, Esq., SBN: 206967
FORD, WALKER, HAGGARTY & BEHAR
7 One World Trade Center, 27th floor
Long Beach, California 90831-2700
8 Telephone: (562) 983-2500

9 Attorneys for the County of Los Angeles

ORIGINAL FILED
JAN 08 2009
LOS ANGELES
SUPERIOR COURT

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

12 A DOG'S LIFE RESCUE, a non-profit
corporation;

13 Plaintiff,

14 v.

15 COUNTY OF LOS ANGELES
16 and DOES 1-20, inclusive,

17 Defendants.

CASE NO. BC 357617

(Hon. AMY D. HOGUE)

SETTLEMENT AGREEMENT AND
RELEASE TO BE ENFORCED BY COURT
PURSUANT TO CCP § 664.6 UNTIL
JANUARY 1, 2011

DATE.: January 9, 2009
TIME: 8:30 a.m.
PLACE: 34

20 Attached hereto as Exhibit A is a true and complete copy of the fully executed Settlement
21 Agreement and Release relating to the above-captioned case, over which the parties have asked the
22 court to retain jurisdiction for enforcement purposes [¶ 7 (c)].

23 Respectfully Submitted,

24 RAYMOND G. FORTNER, JR.
County Counsel

25
26 DATED: 1/8/09

By Diane C. Reagan
DIANE C. REAGAN
Principal Deputy County Counsel
Health Services Division

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement" or "the Agreement") is made and entered into by and between A DOG'S LIFE RESCUE, INC., a non-profit corporation ("Plaintiff") and the COUNTY OF LOS ANGELES ("Defendant") (collectively, "the Parties").

RECITALS

Plaintiff A Dog's Life Rescue, Inc. filed a Complaint, First Amended Complaint, and Second Amended Complaint against Defendant in the Superior Court, County of Los Angeles (Central District), State of California, Court Action No. BC357617 ("the Complaint"), concerning Los Angeles County Department of Animal Care and Control's ("DACC") policies and practices relating to owner-relinquished animals.

The parties desire to enter into this Settlement Agreement in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

1. EUTHANIZATION WITHIN HOLDING PERIOD

DACC will not euthanize any animal within the statutory holding period (four business days, excluding the date of impoundment, pursuant to California Food and Agricultural Code sections 31108, 31752, 31753, and 31754) unless the animal is "irremediably suffering" (as defined in Exhibit A attached hereto), an unweaned newborn taken in without its mother, or an owner-relinquished dog with a history of dangerous or vicious behavior that was documented by any shelter prior to the date of the animal's present impoundment.

2. VETERINARY CARE

DACC will provide veterinary care to ill or injured animals under DACC control, unless and until an animal is lawfully euthanized.

3. RELEASE TO RESCUE GROUPS

DACC will release any animal to any statutorily authorized rescue group, as defined in California Food and Agricultural Code section 31108(b), that requests the animal before the animal is euthanized. Nothing in this provision is meant to preclude DACC from enacting any policy that does not restrict existing law.

4. DEPARTMENT POLICIES

The parties agree to review DACC's policy manual to determine which policies should be augmented to include the definition of "irremediably suffering" in Exhibit A to this Settlement

Agreement and the explanation of the statutory holding period. DACC will amend policies agreed upon by the Parties. Those policies will be incorporated herein by reference. The revised policies will be adopted and added to DACC's policy manual within 30 days after court approval of the Settlement Agreement. Information contained on DACC's website will also be amended as necessary in accordance with the revisions.

Additionally, OPG 130 will be further amended to include the first two sentences of California Food and Agricultural Code section 17005(b), "It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts."

The following are current DACC policies and practices:

(a) Medical diagnoses and prognoses are made only by veterinarians. The following sentence will be added to the end of the first paragraph of OPK 110, "Only licensed veterinarians will make diagnoses and prognoses";

(b) Photographs of all animals under the control of DACC will be posted on DACC's website in accordance with OPK 135, unless lawfully euthanized prior thereto. This requirement applies to all animals in DACC-run shelters, whether they have been picked up by DACC or relinquished by their owners, except for animals impounded under the DACC's Ani-SAFE program (See attached Policy No: SP 125);

(c) Employees will be trained with respect to current policies and all amendments made thereto.

The policies in place at the time of execution of this Settlement Agreement are attached hereto and incorporated by reference into this Settlement Agreement.

5. MODIFICATION OF ANIMAL RELINQUISHMENT FORM

DACC agrees to add "and adoption" after "owner redemption" on the Animal Relinquishment form description of the holding period applicable to owner relinquished animals. DACC also agrees to remove the following sentence from that paragraph, "Adoptable animals will be available for adoption for the entire holding period." The corollary Spanish language paragraph will be amended accordingly. These changes will be made upon the next printing of the form. When reprinted, the amended form will replace all current Animal Relinquishment forms being used by DACC, including variations used by some shelters. DACC will provide a copy of the amended form to Plaintiff's counsel when it is printed.

6. PERIODIC REVIEW OF RECORDS

Beginning January 2009 and ending January 2011, DACC will provide a report, in a form agreed upon by the parties, to the Plaintiff's designee on the 10th business day of each month, pertaining to Owner Relinquished animals taken in for impoundment during the prior month. The report will include all relevant electronic records relating to Owner Relinquished animals. Redactions to the reports will be made based upon privacy concerns or other issues deemed

appropriate by DACC. This agreement does not affect Plaintiff's right to request records under the Public Records Act, or its legal rights with respect to DACC's redaction decisions.

The parties will meet and confer and agree upon a form for the record production discussed in this paragraph by no later than December 19, 2008.

7. COURT RETENTION OF JURISDICTION

(a) Notice of Noncompliance: Before Plaintiff may enforce any alleged noncompliance with this Agreement, Plaintiff must provide written notice of noncompliance with the Agreement's terms to the Chief Deputy Director of DACC (with copies to the Department's Executive Assistant and to a designee of the Office of the County Counsel). The Notice will be accompanied by supporting documentation showing multiple instances of noncompliance with the Settlement Agreement's terms. No single incident, standing alone, will constitute a violation of the Settlement Agreement. DACC will have 30 days to investigate and respond to the Plaintiff's designee regarding its findings.

(b) Meet and Confer: If there is a contention that DACC has not cured the noncompliance, the Parties agree to meet and confer within 30 days after DACC's deadline to respond under paragraph 7(a) above.

(c) Court Enforcement: If a dispute remains after the parties have exhausted their remedies under paragraphs 7(a) and 7(b), this Agreement may be enforced by the Superior Court under California Code of Civil Procedure section 664.6 until January 1, 2011.

8. RELEASE AND DISCHARGE

The parties agree as follows:

Plaintiff releases and forever discharges Defendant from any and all past, present or future claims, demand, obligations, actions, causes of action, rights, damages, costs, and expenses of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, the facts contained in the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims or any future claims of Plaintiff and Plaintiff's representatives or heirs, which have resulted or may result from facts related to the alleged acts or omissions of the Defendant which occurred before the execution of this Agreement.

This release and discharge will also apply to Defendant's past, present and future officers, directors, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and as assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

This release, on the part of the Plaintiff, will be a fully binding and complete settlement among the Plaintiff, the Defendant, and their heirs, assigns and successors.

9. FEES AND COSTS

Each Party will each bear its own attorneys fees, expenses, and costs incurred in connection with this action and the enforcement of this Settlement Agreement.

10. EXTINGUISHMENT OF CLAIMS

This Agreement contemplates and results in the extinguishment of any claims or causes of action in the Complaint.

11. DELIVERY OF DISMISSAL WITH PREJUDICE

Concurrently with the execution of this Settlement Agreement, Plaintiff will deliver to counsel for the Defendant an executed Request for Dismissal with Prejudice of the Complaint. Plaintiff hereby authorizes counsel for the Defendant to file said Dismissal with the Court and enter it as a matter of record.

12. WAIVER OF CALIFORNIA CIVIL CODE §1542

The Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives all rights, if any, under California Civil Code section 1542, and any similar provisions under any laws of any other state or the United States, pertaining to waivers of unknown or unsuspected claims.

Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement.

The Plaintiff further agrees that Plaintiff accepts this Agreement as a complete compromise of matters involving disputed issues of law and fact. It is understood and agreed to by the parties that this settlement is a compromise of a disputed claim, and the Agreement is not to be considered as an admission of liability on the part of the Defendant, by whom liability is expressly denied.

13. ADVICE OF COUNSEL.

Each Party to this Agreement represents and acknowledges that it has had opportunity to consult with counsel with respect to this Agreement and all matters covered by or related to this Agreement.

14. AUTHORIZATION.

Each of the signatories to this Agreement warrants that he or she has read this Agreement and understands the contents of it, and that such signatory has the right and authority to execute

this Agreement. Each of the undersigned signatories to this Agreement represents that he or she has full and complete authority to execute this Agreement on behalf of the Party or Parties for which she or he is signing.

15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement among the Parties hereto with regard to the matters set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. Each Party agrees and acknowledges that no other Party has made any statement or representation not contained in this Agreement to any other Party, regarding any fact relied upon in entering into this Agreement, and no Party relies upon any statement or representation of any other Party in executing this Agreement, or in making the settlement provided for in this Agreement, except as expressly stated in this Agreement. This Agreement may be amended or modified solely by an instrument in writing executed by each Party.

16. AGREEMENT NOT AN ADMISSION OF LIABILITY.

Each Party denies any and all liability to the other Parties as to any and all claims between them in connection with the matters that are the subject of the Agreement. This Agreement constitutes the settlement and compromise of disputed claims. This Agreement will neither constitute nor be construed as an admission as to any liability or damages by any Party, or of any of the other Parties under this Agreement, nor as an admission of the truth or correctness of any claim.

17. SCOPE OF AGREEMENT.

This Agreement will be binding upon and will inure to the benefit of the Parties and their successors, but this Agreement will not inure to the benefit of, nor give rise to any cause of action, claim or defense or right in favor of, any other person or entity.

18. SEVERABILITY.

Should any of the provisions of this Agreement be declared or be determined to be invalid or void or unenforceable, the validity of the remaining parts, terms or provisions will not be affected thereby, and said invalid or void or unenforceable part, term, or provision will be deemed not to be part of this Agreement.

19. CONSTRUCTION OF AGREEMENT.

Each Party has participated in the drafting and preparation of this Agreement, and each Party agrees that this Agreement will not be construed against any Party on the ground that said Party drafted this Agreement.

20. GOVERNING LAW.

This Agreement will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties under it will be construed and enforced in accordance with, and governed by, the laws of the State of California in effect as of the effective date of this Agreement.

21. IMPLEMENTATION OF THIS AGREEMENT.

Each Party agrees to execute such documentation and to take such other actions as may be reasonably necessary to accomplish the purposes of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in counterparts (including via facsimile), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

Date: 11/25/2008

A DOG'S LIFE RESCUE, INC., Plaintiff

By: [Signature]
Julia PenningtonIts: PresidentDate: 1/5/09

COUNTY OF LOS ANGELES, Defendant

By: [Signature]
MARCIA MAYEDA, Director
Los Angeles County Department of
Animal Care and Control///
///
///

APPROVED AS TO FORM AND CONTENT:

Date 1/5/09

By: Vicki Steiner
Vicki Steiner
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

SCHIFF HARDIN LLP

By: _____
Bruce A. Wagman
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

NIXON PEABODY LLP

By: _____
Lisa McCurdy
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

OFFICE OF THE LOS ANGELES COUNTY
COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By: _____
Diane C. Reagan
Principal Deputy County Counsel
Attorneys for Defendant

Date _____

FORD WALKER HAGGERTY & BEHAR LLP

By: _____
Joseph A. Heath
Attorneys for Defendant

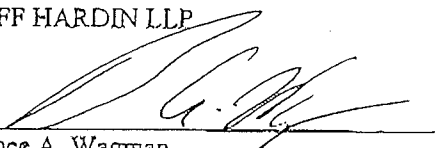
APPROVED AS TO FORM AND CONTENT:

Date _____

By: _____
Vicki Steiner
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date 1/6/9

SCHIFF HARDIN LLP

By: 
Bruce A. Wagman
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

NIXON PEABODY LLP

By: _____
Lisa McCurdy
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

OFFICE OF THE LOS ANGELES COUNTY
COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By: _____
Diane C. Reagan
Principal Deputy County Counsel
Attorneys for Defendant

Date _____

FORD WALKER HAGGERTY & BEHAR LLP

By: _____
Joseph A. Heath
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Date _____

By: _____
Vicki Steiner
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

SCHIFF HARDIN LLP

By: _____
Bruce A. Wagman
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date 01.07.2009

NIXON PEABODY LLP

By: Lisa C. McCurdy
Lisa McCurdy
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

OFFICE OF THE LOS ANGELES COUNTY
COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By: _____
Diane C. Reagan
Principal Deputy County Counsel
Attorneys for Defendant

Date _____

FORD WALKER HAGGERTY & BEHAR LLP

By: _____
Joseph A. Heath
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Date _____

By: _____
Vicki Steiner
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

SCHIFF HARDIN LLP

By: _____
Bruce A. Wagman
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

NIXON PEABODY LLP

By: _____
Lisa McCurdy
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date January 5, 2009

OFFICE OF THE LOS ANGELES COUNTY
COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By: Diane C. Reagan
Diane C. Reagan
Principal Deputy County Counsel
Attorneys for Defendant

Date _____

FORD WALKER HAGGERTY & BEHAR LLP

By: _____
Joseph A. Heath
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Date _____

By: _____
Vicki Steiner
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

SCHIFF HARDIN LLP

By: _____
Bruce A. Wagman
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

NIXON PEABODY LLP

By: _____
Lisa McCurdy
Attorneys for Plaintiff
A DOG'S LIFE RESCUE, INC.

Date _____

OFFICE OF THE LOS ANGELES COUNTY
COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

By: _____
Diane C. Reagan
Principal Deputy County Counsel
Attorneys for Defendant

Date 1/5/09

FORD WALKER HAGGERTY & BEHAR LLP

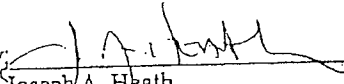
By:  _____
Joseph A. Heath
Attorneys for Defendant

EXHIBIT A

Irremediably Suffering:

(1) An "irremediably suffering" animal is an animal with a medical condition who has a poor or grave prognosis for being able to live without severe, unremitting pain despite necessary veterinary care.

(2) "Irremediable suffering" may include: End Stage Renal Failure, Panleukopenia (Feline Distemper) in kittens, Canine Parvovirus in puppies, severe blood loss, unconsciousness, severe head trauma and unmanageable pain.

(3) None of the following symptoms, standing alone, constitute "irremediable suffering:" diarrhea, vomiting, skin conditions such as ringworm or mange, ocular infection or conjunctivitis, nasal discharge, coughing or gagging, labored respiration which can be stabilized, and arthritis or weakness. A combination of any of these symptoms is not necessarily "irremediable suffering" unless the animal cannot live without severe, unremitting pain despite necessary veterinary care.

TABLE OF ATTACHMENTS

<u>Policy No.</u>	<u>Subject</u>	<u>Bate No.</u>	<u>Revision</u>
OPF 180	Sick and Injured Animals - Field	DACC 001	<ul style="list-style-type: none"> • Add Ex. A "irremediably suffering" definition.
OPG 100	Adoption Policy	DACC 003	<ul style="list-style-type: none"> • Add to the "Definition of Adoptable" the first two sentences of California Food and Agricultural Code section 17005(b), "It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts."
OPG 130	Owner Relinquished Animals	DACC 006	<ul style="list-style-type: none"> • Add the first two sentences of California Food and Agricultural Code section 17005(b), "It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts." • Add explanation of statutory holding period. • Add Ex. A "irremediably suffering" definition.
OPG 140	Holding Time Available Dates of Impounded Animals	DACC 007	<ul style="list-style-type: none"> • Clarify statutory holding period.
OPK 110	Animal Medical Care (Veterinarian Responsibilities)	DACC 008	<ul style="list-style-type: none"> • The following sentence will be added to the end of the first paragraph, "Only licensed veterinarians will make diagnoses and prognoses."
OPK 120	Euthanasia Policy	DACC 009	<ul style="list-style-type: none"> • Add Ex. A "irremediably suffering" definition. • Add explanation of statutory holding period.
OPK 140	Maintenance of Animal Health	DACC 017	<ul style="list-style-type: none"> • Add Ex. A "irremediably suffering" definition.

OPK 135	Chameleon Photographs	DACC 020	• No changes. Included in Agreement for reference purposes.
SP 125	ANI-SAFE	DACC 024	• No changes. Included in Agreement for reference purposes.

SUBJECT: SICK AND INJURED ANIMALS - FIELD

Policy No: OPF180
Page 1 of 2

POLICY

It is the policy of the department that every animal in need of medical attention receives medical care in a manner suitable for the medical condition and urgency of the situation. No animal will be allowed to needlessly suffer from pain, discomfort, illness, or neglect.

The department maintains an emergency first-aid program for animals with the cooperation of departmental and local veterinarians. Sick or injured animals in need of immediate medical attention will be transported immediately to a veterinarian for treatment. The following procedures will be followed whenever a sick or injured animal is impounded in the field.

1. The officer will examine the animal to determine the nature and extent of the injuries. The officer will not delay in ensuring the animal receives treatment as soon as possible if the animal's condition is serious.
2. The officer will examine the animal for identification such as identification or license tags, tattoos, ear tags, microchip; etc. If traceable identification is found, the field unit will radio the dispatcher to obtain the name, address and phone number of the owner.
3. The dispatcher will contact the owner to inform him or her of the situation and offer assistance in obtaining proper veterinary attention.
4. If there is no telephone number listed for the owner of the animal, and the residence is a short distance from the scene of the accident, the animal will be placed in the vehicle and an attempt should be made to make contact with the owner at the residence.
5. If the owner is unable to be located, the field unit should request permission from the dispatcher to return to the shelter for treatment by the shelter's medical staff. If no shelter medical staff is available, the animal will be taken for treatment to a cooperating local veterinarian. The dispatcher, upon request, will give the officer the name and address of the nearest veterinarian.
6. The field unit will complete the Emergency Treatment Form (ETF – #76E503) and ensure the correct charges will be recorded.

MOVING SICK AND INJURED ANIMALS

Sick and injured animals are to be handled with gentleness and consideration so as not to aggravate or worsen their conditions. Methods of moving animals may include the use of a muzzle and to utilize any available equipment to harness, lift and support the animal. If there are members of the public or media at the location, officers will remain

EFFECTIVE DATE: July 1, 2003

DACC 001

SUBJECT: SICK AND INJURED ANIMALS - FIELD

Policy No: OPF180
Page 2 of 2

mindful of how their actions will be interpreted and act to demonstrate care and compassion for the animal.

TRANSPORTING TO AND FROM PRIVATE VETERINARIANS

The field unit will obtain an Animal ID from the dispatcher and complete an Emergency Treatment Form for the veterinarian to perform treatment at the department's approved cost. A copy of the Emergency Treatment Form will be left with the veterinarian for billing.

Distribution of Emergency Treatment Form:

White copy – Returned to shelter

Pink copy – Veterinarian's copy

Yellow copy – To be left with animal

When the animal is returned to the shelter, the field unit will ensure the yellow copy of the ETF is brought back with the animal along with any other documentation that may be provided. The officer will update the Kennel Cage and write "RTS 1/1/2002" (Returned To Shelter/Date) in the box next to the Hold memo icon marked "Request".

MEDICAL TREATMENT

Any animal that is sick or injured at the time of impoundment or becomes sick or injured while at the shelter must receive veterinary medical treatment. Only in cases where the animal is "irremediably suffering"—that is, its injury or illness is so severe and advanced that reasonable medical efforts would not save it, can it be euthanized before the expiration of the holding period.

Whenever possible, a veterinarian should make the judgment as to whether an impounded animal is "irremediably suffering" or whether medical treatment has a reasonable chance of restoring the animal to a healthy condition. In cases where that is not possible, the animal control manager or his or her designee should make that determination in conjunction with the shelter's registered veterinary technician.

EFFECTIVE DATE: July 1, 2003

DACC 002

SUBJECT: ADOPTION POLICY

Policy No: OPG100
Page 1 of 3

One of the greatest responsibilities facing the department is to find new homes for the unwanted animals in the shelters. It is the policy of the department to place as many adoptable animals as possible into suitable homes.

DEFINITION OF ADOPTABLE

Adoptable animals include only those animals six weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, have manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

SPAY/NEUTER REQUIREMENTS

Department policy requires that all unaltered dog, cats, and rabbits be spayed/neutered prior to adoption from a County shelter. The exception would be if a veterinarian determines that the health of the animal would be in jeopardy if the spay or neuter procedure was performed. In this case, the following amount shall be collected as a deposit for each animal:

Adopter	\$40-dog or cat
Adoption Partner	\$25-dog \$15-cat

If a dog or cat is adopted unaltered it shall be spay or neutered within 14 business days after it is certified to be healthy by a veterinarian.

In those cases when a dog or cat is already altered when it came in, the microchip shall be implanted prior to adoption.

SUITABLE HOMES

Animals will only be adopted into homes where it is believed the animal will be properly treated. Under no circumstances will dogs be adopted for the purpose of dog fighting, nor roosters for cock fighting. Staff will make every effort to ensure the potential home is suitable for a particular animal. Factors to consider include the time that can be devoted to the pet, the energy level of the animal, the presence of young children or other animals that may pose a conflict or dangerous situation, the ability of the potential owner to properly restrain the animal, or other factors that can contribute to ensuring a successful owner/pet relationship.

Shelter animals shall not be sold for consumption.

SUBJECT: ADOPTION POLICY

Policy No: OPG100
Page 2 of 3

SELECTION OF PETS

Selection of the suitable pet for the new owner is critical. If a poor match between owner and pet exists, that animal will be abandoned or returned to the shelter. Such disruptions in the animal's environment can cause behavioral problems that make it more difficult or impossible to re-adopt. Therefore, staff will make every effort to ensure a new owner is properly matched with their new animal. Employees will advise potential owners on an animal's special needs, behavioral characteristics, ability to fit into the new home, etc. Owners will not be coerced into adopting animals they do not want.

ADOPTION OF ANIMALS AS GIFTS

Since matching an animal with its new owner is a complicated process, the department does not adopt animals as gifts to other persons. The department will issue adoption gift certificates for the interested party to give to the potential owner.

ADOPTION OF ANIMALS WITH BITE HISTORY

Animals that have bitten out of fear or aggression or display aggressive behavior will not be placed for adoption. Animals that have bitten by accident (such as while playing fetch, etc.) may be adopted after receiving a behavior evaluation by the shelter RVT or an authorized supervisor. Such placement may only occur with the animal control manager's approval or his/her designee, and the new owner will be advised of the animal's bite history. The new owner will also be required to sign a statement acknowledging they have been made aware of the animal's history (DACC ABH).

ADOPTION OF SICK OR INJURED ANIMALS

It is the department's policy not to place sick or injured animals for adoption. However, at times potential owners may see an animal under medical treatment and wish to adopt it. Since it is in the animal's best interest to recover in a private setting, adoptions of such animals may be approved under the following circumstances:

- The potential owner is interviewed by the manager and made aware of the risks involved in adopting a sick or injured animal.
- The potential owner signs an agreement (DACC 60) to provide all necessary follow-up care.
- The potential owner signs an agreement (DACC 60) to be responsible for all future medical costs, and holds the County and department harmless for future medical bills.

ANIMAL ILLNESS AFTER ADOPTION

Since the department accepts animals from all environments and situations, it is possible that an animal may enter the shelter ill, or become ill from another random-source animal. Sometimes animals do not display symptoms of illness until after they have been placed into a new home. In these situations the owner may seek treatment

SUBJECT: ADOPTION POLICY

Policy No: OPG100
Page 3 of 3

for their new pet from the shelter's medical staff. The medical staff will determine the nature of the animal's illness, and whether the shelter can provide treatment. If treatment is not an option, the owner may exchange the animal for another or elect to have the animal treated at a private veterinarian at their own expense.

SUBJECT: OWNER RELINQUISHED ANIMALS

Policy No: OPG130

Page 1 of 1

GENERAL

Any animal relinquished by its owner shall be held for the same holding periods, with the same requirements of care applicable to stray dogs and cats, and shall be available for owner redemption or adoption for the entire holding period.

These holding periods do not apply to animals that are irremediably suffering from a serious illness or severe injury or newborn animals that need maternal care and have been impounded without their mothers. The condition of the animal(s) that are irremediably suffering from a serious illness or severe injury must be documented by the officer in charge, registered veterinary technician, or a licensed veterinarian and placed with the animal's record in the Chameleon computer system.

EUTHANASIA OF OWNER-SURRENDERED ANIMALS

Adoptable animals will not be euthanized at the request of their owners.
Adoptable is defined as:

Adoptable animals included only those animals six weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, have manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

When an owner requests euthanasia for their adoptable pet, Department staff will advise the owner that the Department does not euthanize adoptable animals.
The following options will be given to the pet owner:

1. Suggest the owner surrender the pet for adoption instead.
2. Give names and contact information regarding adoption partners that might be willing to take the animal.
3. Take the animal to a private practice veterinarian for euthanasia services.

By adhering to this policy, the Department will emphasize the value of animal life and continue to promote our mission of saving all adoptable animals.

REVISED DATE: August 7, 2006 Supersedes: July 20, 2005

DACC 006

SUBJECT: **HOLDING TIME AND AVAILABLE
DATES OF IMPOUNDED ANIMALS**

Policy No: OPG140
Page 1 of 1

TYPE OF ANIMAL(S)	HOLDING TIMES
Stray unlicensed domestic animals	Hold four (4) full business days, plus day of impound
Stray domestic animals with traceable identification	Hold ten (10) calendar days after a letter of notification is mailed
Feral cats	Hold four (4) full business days, plus day of impound
Horses, sheep, goats	Hold fifteen (15) calendar days
Cattle (cows, steers)	Hold five (5) business days (released to the State Bureau of Livestock Identification)
Animals for which the owner or custodian is unable to care for because of imprisonment, illness, bankruptcy, litigation or other extenuating circumstances	Hold fifteen (15) calendar days
Abandoned animals	Hold fifteen (15) calendar days
Relinquished animals	Are available for adoption immediately, but must be held (4) business days before euthanasia
Abandoned animals for which the owner was evicted	Hold fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 at the premises for the owner if they return, and mail a registered or certified letter to the last address.

An animal held for a person who has turned an animal in (**HFPTI**) is available for placement to that person on the first available date and available to the general public the following day.

The available date to the general public shall be recorded in the space provided on the impound record.

The date of impoundment is not included when calculating the holding time on stray animals.

Calendar days are counted consecutively and include weekends and holidays. No available date may fall on a day when the shelter is closed.

Business days are all days except Sundays and legal holidays.

The animal control manager or his/her designate may make an exception to the above.

**SUBJECT: ANIMAL MEDICAL CARE
(VETERINARIAN RESPONSIBILITIES)**

**Policy No: OPK110
Page 1 of 1**

The veterinarian is responsible for the shelter's animal health care program and the spay and neuter clinic. On a daily basis, the veterinarian observes all the animals in the shelter buildings and corrals and those brought to his/her attention by the RVT, ASAs, or ACOs. Then he/she gives written or oral treatment protocols. In the absence of the RVTs, the veterinarian medicates or personally supervises treatments.

All information on examination, diagnosis, treatment and instructions are recorded in Chameleon on caduceus and/or medical note. Red treatment cards are kept in the cage with the impound tickets. All ETF (emergency treatment form) are completed and distributed as follows:

- White original copy to the front office for billing
- Yellow (duplicate) copy to be attached to the impound ticket
- Pink (triplicate) copy to be kept by the veterinarian and submitted every end of the month to the shelter office

The veterinarian performs gross post mortem examination on shelter animals that expire from unknown causes. He/she supervises the RVT regarding care of the sick animal, makes sure that follow-up treatments are properly administered and disease prevention protocols (vaccination, deworming, and vermin control) are adhered to.

He/she oversees his assistant in keeping the clinic in good sanitary working condition. He examines the medical records of the shelter and spay/neuter clinic including the use of controlled substances to meet federal, state, and the veterinary board requirements.

The veterinarian conducts vaccination clinic in the spay/neuter clinic and on special events in the park, provides medical consultation and services for the shelter adopted animals and acts as an agent for the senior veterinarian in disaster situations for the health and welfare of the animals and for disease control. He/she also advises the public and the shelter on matters with in the field of veterinary medicine.

EFFECTIVE DATE: July 1, 2003

DACC 008

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 1 of 8

GENERAL

The public expects the department to provide the most compassionate care to the animals in our shelters. Part of this responsibility is to reunite lost pets with their owners and find new homes for unwanted animals. Euthanasia of adoptable animals should be considered only as a last resort and after all other efforts have failed. Adoptable is defined as:

An animal six weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, has manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

POLICY

The policy of the department is to make every effort to reduce the incidence of euthanasia in County shelters, and strive to ONLY euthanize those animals that are ill, injured, aggressive or temperamentally unsuitable for adoption, too young for adoption, or possess another condition that precludes them from a live release. While it is recognized that this is not always possible, every employee is expected to take great care that each animal has received the greatest opportunity possible to avoid euthanasia.

The department maintains a zero tolerance policy for incorrect euthanasia. The strongest disciplinary action, up to and including termination, will be imposed when an employee, through carelessness, negligence, or other act or omission commits or contributes to the wrongful euthanasia of an animal.

APPROVING ANIMALS FOR EUTHANASIA

The list of animals that may be considered for euthanasia must be approved by an employee with the rank of sergeant or above, or another employee otherwise approved by the deputy director or animal control manager. That person must review each animal's record to ensure there are no special holds, such as: notes, Red Alerts, holds for rescue groups, special holds, microchip, tattoo, tag identification, or other written or verbal comments that preclude the animal's euthanasia. If there is an indication that the animal should not be euthanized, the person approving the euthanasia list will not approve that animal for euthanasia. If there is any doubt or if the comments are unclear, the animal will not be approved for euthanasia without manager approval.

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 2 of 8

The list of animals that may be considered for euthanasia is generated out of Chameleon by the following procedure:

1. Standard login
2. Go to Reports, under reports (run a report or F3) and scroll down to Adoption Evaluation Report and click on it
3. Under "Value" type in the date and press Enter. The system will automatically show all animals that may be considered for euthanasia.
4. Print the list

NOTE: An animal's presence on the list DOES NOT mean it must be euthanized.
It merely means it may be euthanized if conditions warrant.

The authorized person may approve any animals on the list without special holds that have exceeded their minimum holding period and the animal has been determined to be unsuitable for placement or release. All unidentified stray dogs and cats, and owner-surrendered dogs and cats, must be held at least four (4) business days plus their day of impoundment. Dogs or cats with identification such as, but not limited to, identification tags, licenses, microchips, and tattoos, must be held at least 10 days plus the day of impoundment after a letter is sent to the owner.

Animals that are not held for the number of days designated above may be euthanized if they are unweaned animals without their mothers or irremediably suffering due to injury, illness, or disease.

Only managers or their designee approved by the deputy director may approve animals for euthanasia that have a special hold as defined above or have any other reason that indicates euthanasia is not an appropriate action. Their decision and reason to approve the animal will be documented in the Chameleon system.

The list of animals approved for euthanasia will be given to the RVT or person assigned to perform the euthanasia. That person will evaluate every animal on the list and only euthanize those that are unadoptable or if there is no longer any room for the animal. Prior to performing the euthanasia, the person performing the euthanasia must independently re-verify (by checking the paperwork and euthanasia list) that there are no special holds or other criteria that prohibit the animal's euthanasia.

VETERINARY AUTHORIZATION FOR EUTHANASIA

The department veterinarian must enter an animal's medical condition into the computer when he/she determines it should be euthanized. This information is entered into the caduceus under the following procedure:

1. Standard login

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 3 of 8

2. Scroll down under Windows to Kennels and click on it
3. Type the seven-digit Animal ID number in the Animal ID box
4. Press F-12 for the kennel information screen
5. Click on the caduceus sign
6. Select the visit type
7. Select a "Condition" by pressing F4 and scrolling to the desired selection
8. "Date" press F5
9. "Time" press F5
10. "Treatment By" enter your number
11. Under "Caduceus" type in "Y" so the symbol will appear on the Kennel ID
12. Under "Description" enter the medical condition of the animal
13. When finished, enter F9 to store all the information and create a treatment number
14. Under "Treatment Type" press F4 and select "Vet Shelter", then click on the plus
15. Under "Medication" press F4 and select "Medication", then click on the plus

SAFEGUARDS AGAINST EUTHANIZING THE WRONG ANIMAL

The euthanasia approval and review process has safeguards built into it to prevent an animal from being euthanized by mistake. All employees are expected to comply with all safeguards and be vigilant in preventing a mistaken euthanasia. These safeguards include:

1. No animal will be euthanized without reviewing all notes and memos in its computer file.
2. No animal with identification will be euthanized without the animal control manager's (or his/her designee's) approval. All animals belonging to species commonly kept as pets will be scanned again for the presence of a microchip by the euthanasia technician.
3. The euthanasia technician will compare the animal to its written description, including its sex and feral status (if a cat). If the description does not match the animal, the technician will not perform the euthanasia and the animal will be held for an entire new holding period, and its records will be corrected.
4. No adoptable purebred animal will be euthanized unless that breed's rescue group has been contacted and they are unable or unwilling to adopt the animal. Adoption Partner groups are given at least 72 hours to respond to the department's telephone or e-mail communication that the animal is in the shelter, unless the animal's health places it or other animals in danger.
5. Animals will not be euthanized during the time the shelter is open to the public unless the animals are injured, suffering, or the euthanasia is otherwise directed by the shelter veterinarian, the animal control manager, or his/her designee.

EUTHANASIA METHODS

The only department approved method for euthanasia is by lethal injection of sodium pentobarbital, unless otherwise directed by the senior veterinarian in unusual cases.

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 4 of 8

The only routine approved routes of admission of euthanasia drugs are: Intravenous (IV) and Intraperitoneal (IP). IP injections are only permissible for cats, small animals such as rodents, and unweaned puppies. Intracardiac (IC) injections may be performed only on animals that are already comatose. Intracardiac (IC) injections on conscious animals are a violation of department policy and a violation of state anti-cruelty laws. Intramuscular (IM) injections are painful and not permitted.

If an employee is unable to safely and properly perform an injection as permitted by this policy, that employee must seek assistance from the shelter manager or shelter medical staff to assist and advise on the most humane manner of providing the euthanasia.

Tranquilization shall be used for animals that are fractious, vicious, unruly, or otherwise difficult to restrain safely and humanely through the euthanasia process.

Needles shall only be used once. They must be disposed of in the hazardous waste container.

Skunks will be sedated in the field to prevent contaminating the shelter with their odor. They will then be transported as soon as practical to the shelter for euthanasia.

ANIMAL HANDLING

How animals are treated before, during, and after euthanasia is critical to achieving the most humane approach to euthanasia. Rough handling, hurrying the procedure, loud music, and allowing live animals to witness the euthanasia of others are some ways in which the process is made more stressful and unsafe for the animal and the handler, and are not acceptable practices. In addition, careless activities in the euthanasia area may lead to handler injury. The department stresses safe, humane, careful handling and individual attention for every animal that is euthanized.

There are various methods of handling the animals. Two employees are required to perform euthanasia – one to restrain the animal and the other to perform the injection – with the exception of small kittens and puppies or other small animals (such as guinea pigs, hamsters, etc.). The employee performing euthanasia shall advise the shelter manager or officer in charge if there is not a handler available so they may be properly assisted. Not all animals will require the same approach, so it is important that the handler and euthanasia technician are able to assess an animal's behavior and determine the best way to restrain it. Animals should NEVER be subjected to more force than is necessary, as this will result in making the animal more inclined to fight and experience stress and fear through the process.

Staff is expected to use various restraint tools as necessary to ensure a safe euthanasia. These include, but are not limited to: towels, come-along poles, nets, muzzles, and squeeze cages.

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 5 of 8

Tranquilizers should be used whenever an animal is too aggressive or unruly and may pose a safety issue for staff or experience a stressful death. This is stated above

Staff performing euthanasia must ensure the animals are dead prior to placement in the barrel. Death may be verified by the use of stethoscope or rigor mortis. Dead animals will not be dragged or thrown into the barrel.

EUTHANASIA ETIQUETTE

The euthanasia area must be free from disturbance, loud noises, etc. to provide a peaceful death for the animal. The following rules will be followed to ensure a humane euthanasia environment:

1. Employees not assigned to perform euthanasia will not be present unless they are performing assigned tasks.
2. The euthanasia area will be cleaned between animals so that no blood, feces, urine, or other matter is present for the next animal.
3. All animals will be handled with gentleness and compassion.
4. Animals will not be euthanized in view of live animals.
5. Animals will not be euthanized where they can see dead animals.
6. When litters are euthanized with their mothers, the mother will be euthanized first.
7. Volunteers, General Relief workers, or other non-employees are prohibited from entering the euthanasia area when euthanasia is being performed.
8. Loud music is prohibited.
9. The euthanasia process will not be hurried.

CERTIFIED EMPLOYEES

Veterinarians and Registered Veterinary Technicians (RVTs) are, due to their training and education, authorized to perform euthanasia without further department training. All other employees who will perform euthanasia must first become certified pursuant to California Code of Regulations Section 2039. To become certified, an employee must:

1. Be at least 18 years of age.
2. Complete a curriculum of at least eight hours, five of which shall consist of hands-on training in humane animal restraint techniques and sodium pentobarbital injection procedures.
3. Have been employed by the department for at least three months.
4. Be able to assess animal behavior and safely handle frightened, fractious, aggressive, and unruly animals.
5. Have spent at least 40 hours restraining animals for euthanasia and be familiar with all aspects of the euthanasia process.

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 6 of 8

6. Have thorough knowledge of all department paperwork and computer systems, and be able to recognize possible errors that may lead to the incorrect euthanasia of an animal.
7. Demonstrate competency in the performance of intravenous injections on at least ten animals of varying sizes and physical conditions including aged, injured, sick, and unweaned, and intraperitoneal injections on cats, unweaned puppies, and small animals. The shelter veterinarian or Registered Veterinary Technician (RVT) shall determine such competency.

Each employee in the classifications of Manager, ASA, ACO I, ACO II, ACO III and ACO IV must be certified to perform euthanasia. Managers will be re-certified every three years. Employees in the other classifications with less than two years' service shall be re-certified annually. Employees in the other classifications with more than two years' service will be re-certified every two years.

RECORDING EUTHANASIA

The Drug Enforcement Administration (DEA) regulates sodium pentobarbital and certain policies and procedures are in effect to ensure safe and responsible use of these drugs. See Policy – Controlled Substances. All animals euthanized must be recorded in Chameleon. The amount of cc's used will also be recorded by hand on either the Daily Euthanasia Log or the daily Animal Evaluation Report, whichever is the approving document for the animal's euthanasia. Each animal control manager shall post a current list of certified employee and send a copy to the deputy directors. The employee shall receive a certificate, which shall be kept on file at the shelter, with a copy sent to Human Resources.

The euthanasia technician must record the reason for the animal's euthanasia in the Chameleon system. It is very important to choose the correct reason for euthanasia. The reasons that can be chosen are:

Reasons for Euthanasia

Reason	Example
Injured	Physical injury such as broken bones, severe lacerations, trauma, etc.
Parvo	A dog with parvovirus
Distemper	A dog with distemper
Upper Resp	An animal with any other upper respiratory infection, such as kennel cough, panleukopenia, etc.
Skin Cond	A skin condition such as mange, ringworm, fungal infections, etc.
Oth Med	Other medical conditions not covered by other medical categories
Behavior	Aggressive, fear biter, OB animal, kennel stress, unsocialized, unpredictable, etc.
Too Young	An animal that is too young to eat solid food without assistance
Feral (cats only)	Cats without owner identification of any kind whose usual and consistent temperament is extreme fear and resistance to contact with people.
Euth Req	An animal euthanized at the request of its owner, regardless of the reason

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120

Page 7 of 8

Time	An adoptable animal that has been available longer than 30 days. Animals placed for adoption will be available for at least 30 days, as long as space permits. If they are not adopted by then they may be euthanized for the reason of "time" since they have had a suitable length of time to be seen and adopted. However, there is no limit on the time an animal may be kept available for adoption. If an animal becomes ill or changes its behavior after 30 days and must be euthanized, its reason for euthanasia will still be "time".
Space	An adoptable animal that has been available up to, but not longer than, 30 days and is euthanized to make room for more animals. Available animals euthanized before they have been available for 30 days because the shelter needs the space for more incoming animals will be euthanized for "space". If an animal becomes ill or changes its behavior before 30 days and must be euthanized, it will be euthanized for the medical or behavioral reason seen.
Unable to Kennel	Fighting breeds or other dogs that are dog aggressive and cannot be kenneled with other dogs.
Wildlife	Wild animals such as raccoons, opossums, etc.

The procedure for recording information into the computer is as follows:

1. Standard Login
2. Go to the Kennel window and bring up the animal ID. Record the following information in the outcome section
3. "Type" – EUTH is the correct selection
4. "Subtype" – enter the correct reason for euthanasia. When using "Oth Med" as a subtype, a note must be placed in the caduceus explaining the animal's medical condition.
5. "Dose" – enter the amount of sodium pentobarbital used, in whole cc amounts (no decimal points)
6. "By" – enter your badge number
7. "Date" – enter the date of euthanasia

SECURITY AND RECORD KEEPING

Euthanasia drugs are regulated by the DEA and law requires strict control measures. Euthanasia drugs will always be kept in a locked, secure manner with the exception of the bottle(s) currently in use. In-use bottles will never be left unattended or unsecured. Any missing euthanasia drugs must be reported at once to the animal control manager and senior veterinarian. Animal control managers will compare each bottle issued by the contents against the animals euthanized by the contents to ensure an accurate and thorough accounting for all drugs.

HUMAN SAFETY

Euthanizing animals requires hands-on animal handling. Euthanasia technicians and handlers should work as a team and euthanasia will not be performed on dogs without assistance unless the dog is unconscious. Fractious, aggressive, or unruly animals should first be tranquilized for staff safety and for the humane treatment of the animals. Needles should be capped whenever not in use. Needles must be disposed of in the hazardous waste container.

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: EUTHANASIA POLICY

Policy No: OPK120
Page 8 of 8

If a person is accidentally injected with tranquilizer or sodium pentobarbital they must inform a fellow employee or supervisor immediately.

HALTING A EUTHANASIA

If an employee recognizes an adoptable animal that is going to be euthanized, that person may prevent the euthanasia from occurring by approaching a supervisor and asking that the animal be given another chance for adoption or placement with an adoption partner. If necessary, they will inform the euthanasia technician they will be approaching the supervisor, and to not euthanize the animal. The person performing the euthanasia will not euthanize the animal unless directed to do so by a supervisor or officer in charge. The supervisor and/or officer in charge will document in Chameleon why they chose to authorize the euthanasia to provide clarification for future review.

IMPROPER EUTHANASIA

The following steps shall be taken when an animal has potentially been improperly euthanized:

1. Animal Control Managers shall report instances of either actual or suspected improper euthanasia to the Deputy Director, Animal Care and Control within 24 hours of the incident's occurrence or when the manager was made aware of the incident. The Deputy Director shall immediately report the incident to the Chief Deputy Director and Director.
2. The Animal Control Manager shall immediately start an investigation into the circumstances surrounding the incident and complete the form DACC IE001. The form and all supporting documentation shall be submitted to the Deputy Director within three (3) working days of the incident.
3. The Deputy Director shall review the investigation and make his/her finding as to whether the incident was an improper euthanasia. The Deputy Director shall record his/her findings on the IE001 and forward the investigative package to the Chief Deputy Director within one (1) working day.
4. The Chief Deputy Director shall review the investigation and make his/her finding as to whether the incident was an improper euthanasia. The Chief Deputy Director shall record his/her findings on the IE001 and forward the investigative package to the Director within one (1) working day.
5. The Director shall review the investigation, all reports, and recommendations of the Deputy Director and Chief Deputy Director.

REVISED DATE: June 19, 2007 Supersedes: December 14, 2006, December 5, 2006, August 30, 2006, July 1, 2003

SUBJECT: MAINTENANCE OF ANIMAL HEALTH

Policy No: OPK140
Page 1 of 3

POLICY

It is the policy of the department that all animals housed in county shelters receive medical care and treatment to treat illness and injury, ensure their comfort, prevent the spread of disease, and relieve pain or suffering.

RESPONSIBILITY FOR CARE

The shelter veterinarian and registered veterinary technician (RVT) are responsible for the daily health and comfort of all the animals in their assigned shelter. The department's supervising veterinarian will ensure all policies, procedures, treatments, and preventive medical practices are followed at each shelter.

ANIMAL ADMISSION

All animals brought in by field units and those admitted through the front office shall be brought to the RVT as soon as possible. The RVT shall evaluate the health status of all animals, check for identification, including microchip, and determine if the animal is altered. All necessary information and changes in information about the animal must be recorded into the computer system within a timely manner.

All healthy and friendly animals will be vaccinated with department-approved vaccines. Animals that appear to be sick, injured or abnormal will be segregated for further examination by the shelter veterinarian. Any animals with life threatening conditions and that are in pain must be taken immediately to a private contract veterinarian when the shelter veterinarian is off duty or unavailable. All information regarding treatment must be entered under the "caduceus" symbol in Chameleon.

All animals brought for quarantine as rabies suspects will be examined with caution, especially for identification/microchip, so owners may be notified. All animals for quarantine shall be caged in designated areas for the public health investigator to inspect. No vaccinations may be given during the initial quarantine. The shelter veterinarian, in coordination with the public health investigator, will prescribe any treatment or procedure necessary. The RVT will report any ill animals being held for rabies observation to the shelter veterinarian and the supervising veterinarian at once.

HEALTH CARE PROGRAM

All animals that appear healthy and normal upon the initial RVT evaluation will be vaccinated with the appropriate combination vaccines. Puppies and kittens will be dewormed and all sick, injured and abnormal animals will be reported to the shelter veterinarian for examination and treatment.

In case of emergency or the prolonged absence of an RVT, the manager may designate a trained shelter employee or officer-in-charge to vaccinate all apparently healthy animals. If there is no one available to vaccinate the animal, the animal will be isolated

EFFECTIVE DATE: July 1, 2003

DACC 017

SUBJECT: MAINTENANCE OF ANIMAL HEALTH

Policy No: OPK140
Page 2 of 3

and not placed with the general population of animals. The animal will not be housed where it will witness euthanasia.

Animals staying in the shelter for more than fifteen (15) days must be given a second dose of the approved vaccines.

TREATMENT AND EMERGENCY CARE

All animals that are sick or injured must be treated or, if suffering, euthanized. Shelter staff will not delay in obtaining medical care for suffering or contagious animals. Treatment will be initiated immediately and follow-up treatment will be given by the RVT.

When the veterinarian is unavailable, the RVT shall contact the animal control manager or officer-in-charge for instructions for pending medical treatment. All animals that are not severely ill or injured shall be treated as follows:

Skin Problem/Wound – For irritation, abrasion, and any open (superficial and deep) skin wound, the wound will be cleaned with hydrogen peroxide, betadine or chlorhexidine solution. The wound will be dried and silver/sulfadiazine cream or nitrofurazone ointment applied. Use of an Elizabethan collar (E-collar) may be necessary.

For wide gaping wounds the employee will clean, debride and staple the edges of the wounds to prevent overexposure and drying of deep tissues and place an E-collar, if necessary, on the animal.

Penicillin GB will be given at the dosage of 20,000 IU per pound of body weight.

Nasal Discharge – Animals with watery nasal discharge and elevated temperature shall be isolated and observed further. Animals with thick mucous or purulent nasal discharge must be isolated and given Penicillin at a dosage of 20,000 IU per pound of body weight. Very small dogs and cats must be given Amoxicillin (50 mg/ml) one (1) dropperful twice a day.

Bleeding – All minor and localized bleeding must be controlled. If bandages have to be applied, apply with minimal pressure and without cutting circulation. All legs bandages must include the paws. For excessive and uncontrolled bleeding refer to Basic First Aid for Animals.

Diarrhea – For loose/watery uncomplicated bowel movements, give anti-diarrhea tablets.

Large Animal Injury – (especially horses) Wounds must be cleaned immediately and packed with antibiotic ointment and bandaged. If an equine veterinarian is

EFFECTIVE DATE: July 1, 2003

DACC 018

SUBJECT: MAINTENANCE OF ANIMAL HEALTH

Policy No: OPK140

Page 3 of 3

unavailable, a tetanus antitoxin shall be given. Tetanus antitoxin is available at local feed stores.

- The RVT may provide continued medical treatment upon the direct verbal instruction by phone from a veterinarian.

In the absence of the RVT, an employee trained and designated by the animal control manager or the officer-in-charge of the kennels can give the ordered treatment.

RABIES SUSPECT

Rabies suspect animals will be checked for ID/Microchip and placed in the proper observation/isolation cages. Proper documentation is the primary responsibility of the impounding employee. Quarantine observation is the duty of the public health investigator. Observation for illness/disease is the RVT and veterinarian's responsibility.

HUMANE CASES

The veterinarian shall examine all humane cases and complete a medical evaluation report for the investigating officer and manager. The RVT, in the absence of the shelter/senior veterinarian shall examine the animal and administer emergency care as needed.

ANIMALS THAT DIE AT SHELTER/CLINIC

Whenever an animal dies at a county shelter/clinic (other than from euthanasia) the animal will be removed from its cage and placed in the freezer with the appropriate paperwork identifying the animal. The employee who discovers the animal will report its death immediately to the shelter veterinarian, animal control manager, or the officer-in-charge. The shelter veterinarian will report the death to the supervising veterinarian immediately, who will report the death to the chief deputy director and director. Necropsies will be performed whenever the cause of death cannot be otherwise determined.

EFFECTIVE DATE: July 1, 2003

DACC 019

SUBJECT: CHAMELEON PHOTOGRAPHS

Policy No: OPK-135
Page 1 of 4

GENERAL

Clear, accurate and detailed Chameleon website photos are imperative to help increase adoptions and decrease euthanasia. The success of a website depends not only on its navigational function, but also on its visual impact. Successful advertising relies solely on the visual impact of the animal's photo. The Chameleon photos become a very important tool in our daily animal impound procedures, since the Department's public image is represented by the quality of its presentation.

POLICY

All domestic animals impounded (i.e. cats, dogs, rabbits, pocket pets, domestic birds, livestock, etc.) must have a Chameleon photo taken. This photo must be taken and uploaded prior to the placement of the animal into the main kennels. The only exceptions to this policy are indigenous wildlife which shall not be photographed or uploaded. Animals that were taken immediately to a private veterinarian for emergency treatment must be photographed upon their arrival back to the shelter.

The employee responsible for the Chameleon photo is the Animal Shelter Aid or Animal Control Officer performing the original impound. If the animal is not initially impounded by an Animal Control Officer or an Animal Shelter Aid, the taking of the Chameleon photo shall be the responsibility of the Animal Shelter Aid or Animal Control Officer who places the animal into the main kennels, quarantine area, isolation area, or hospital treatment room. Any employee that is not able to photograph an animal shall submit written explanation to the Shelter Manager with an explanation as to why the process could not be completed prior to the placement of the animal into the kennels.

Employee(s) responsible for taking the Chameleon photo:

1. Impounding Animal Control Officer
2. Impounding Animal Shelter Aid
3. Animal Shelter Aid assigned to animal receiving duties
4. Animal Shelter Aid or Animal Control Officer picking animal up from an outside veterinary hospital
5. Animal Shelter Aid or Animal Control Officer who places the animal into the main kennels, quarantine area, isolation area, or hospital treatment room

Reasonable explanations of why a photo was not taken may include:

1. Animal was taken to an outside veterinary hospital for emergency medical care
2. Animal was too fractious at the time of impound and jeopardized employee safety
3. Animal was in need of medical care and was not presentable (i.e. visible blood, etc.)
4. Failure of equipment (i.e. broken camera, power failure, network down, Chameleon down, etc. - this must be reported to a supervisor immediately)

EFFECTIVE DATE: March 1, 2008

DACC 020

SUBJECT: CHAMELEON PHOTOGRAPHS

Policy No: OPK-135
Page 2 of 4

Chameleon photos that were not taken for an acceptable reason must be taken as soon as the situation allows (i.e. animal returns to the shelter from the outside veterinarian, animal has been acclimated to the kennels and is safe to photograph, medical care was rendered and the animal is presentable for a photo, working equipment is available, etc.)

Unacceptable Chameleon photos should not be uploaded to the server and shall be re-taken immediately. The following examples are Chameleon Photos that are not acceptable:

1. Photos with visible "Catch Poles" in them - If an animal cannot be safely photographed without the use of a catch pole, then a picture may be taken with the animal in its cage, following the same guidelines as set forth in this policy. **Under no circumstances should a photograph of an animal on a catch pole be uploaded to the server.**
2. Photos that are so out of focus that the animal can not be clearly identified - animal may have been moving, the camera may have been too close to the subject, or the lighting may have been too dark to properly focus on the subject
3. Photos that are so out of contrast (dark/light) that the animal can not be clearly identified - if possible, try taking photos of dogs outside during the day (try to avoid bright sunlight or heavily shaded areas)
4. Photos that do not display at least 90% of the animal (head, body, legs, feet, and tail) - do not take photos of only the face of an animal or photos that cut the legs out of the picture
5. Photos with inappropriate backgrounds (i.e. dirty kennels, same color as animal, etc.) - if possible, avoid taking pictures of animals in cages
6. Photos with cage bars visible that block view of the animal - if you must take a photo of an animal in a cage, make sure that you have adequate lighting and try placing the camera lens between the cage bars as close as you can to the front of the cage
7. Photos taken through the plastic window of a feral cat box in which the picture is so blurred or out-of-focus that the cat can not be clearly seen
8. Photos of animals being held by the scruff of the neck
9. Photos of animals in transfer cages or traps
10. Photos that are more than 75% background (animal appears as a speck in the photo) - get as close to the animal as it is safe to do or try using your zoom feature on the camera
11. Photos displaying multiple animals that are not an unweaned litter with a mother
12. Photos of the wrong animal (i.e. dog listed as a Chow Chow but the photo is of a cat)

It shall be the responsibility of the Shelter Manager to routinely monitor the LACDACC website for quality control measures. Any missing and unacceptable Chameleon photos shall be addressed immediately with the responsible impounding employee(s).

EFFECTIVE DATE: March 1, 2008

DACC 021

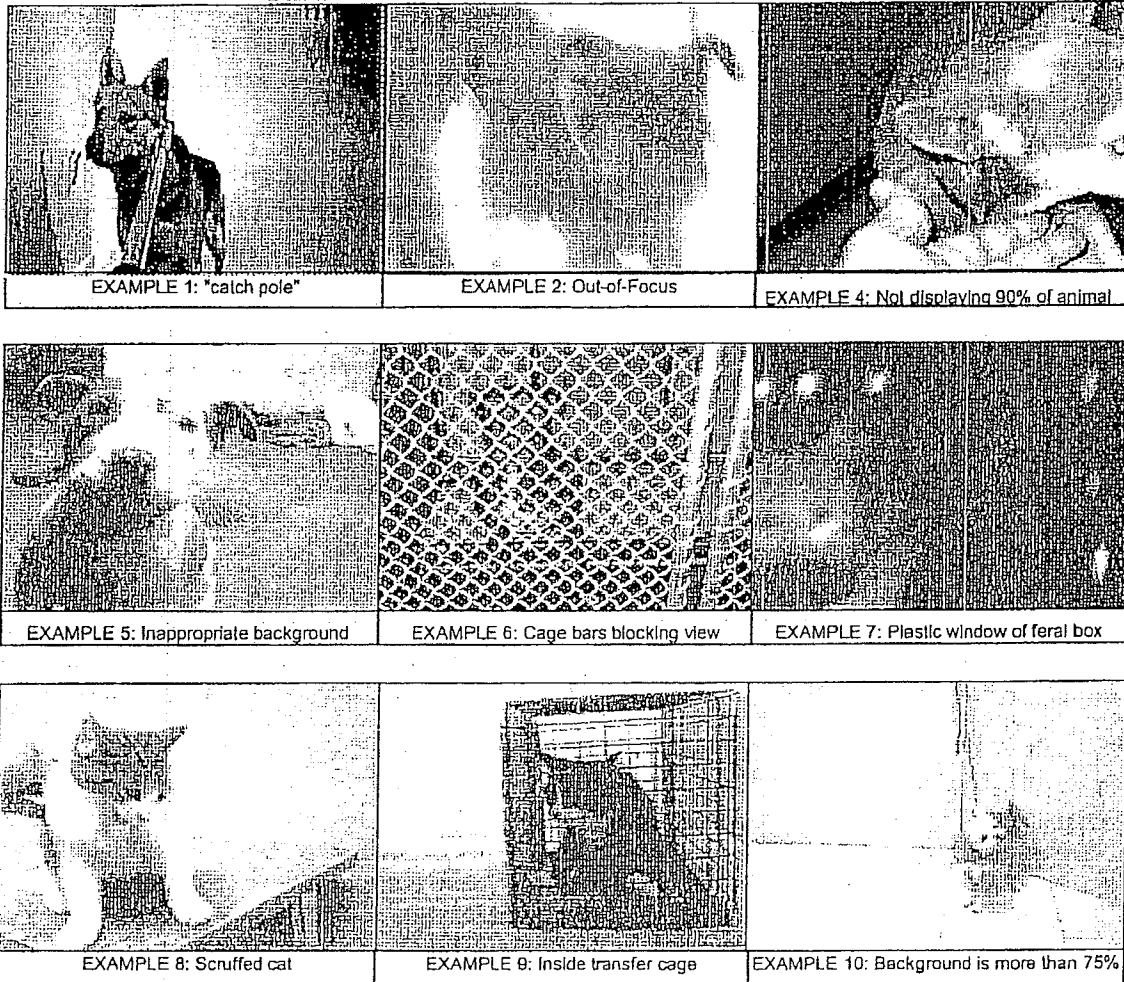
SUBJECT: CHAMELEON PHOTOGRAPHS

Policy No: OPK-135

Page 3 of 4

In the event that the impounding employee is not available to re-take that photo, it shall be the responsibility of the Shelter Manager to delegate the task to an available employee or volunteer of his/her choosing.

*SAMPLES OF UNACCEPTABLE CHAMELEON PHOTOS THAT SHOULD NOT HAVE
BEEN UPLOADED AND NEED TO BE RE-TAKEN*



The photos displayed above are actual Chameleon photos that were taken from LACDACC's website

EFFECTIVE DATE: March 1, 2008

DACC 022

SUBJECT: CHAMELEON PHOTOGRAPHS

Policy No: OPK-135

Page 4 of 4

TIPS FOR TAKING GREAT PHOTOGRAPHS

- **Know Your Subject:** Photographing animals requires patience, perseverance and an understanding of animal behavior so you can predict how they will be likely to act or react, and anticipate the moment for a good photograph. If you think about an animal's character in the same way you do when you take pictures of people you'll be on the right track. Make sure you know what you want your images to say about the animal before you begin.
- **Be Patient:** After the word "safety," the next three important words that govern animal photography are patience, patience and patience. Getting your subject to sit and look into the camera will be (in most cases) nearly impossible. Your best plan is to follow the actions of the animal and with a little patience get a great shot of them behaving naturally, which can produce some amazing results.
- **Strength in Numbers:** Try to take your photos in teams if possible. The best team consists of two people: the "photographer" and the "animal handler" or "attention getter". Take multiple photos to better the chances of getting an acceptable photo. Don't get discouraged - you will be lucky to get one good photo out of a dozen.
- **Shoot at Eye-level:** One of the biggest mistakes in animal photography is taking the picture while towering high above your subject. Take photos at eye-level, if safe, to capture the expression on the animal's face and create a warm and adoption-friendly photo.
- **Friendly Uncooperative Cats:** Try using a helper who is draped in a large blanket who can hold the cat. Be sure to cover any exposed arms with the blanket to give the appearance of a cat snuggled into a cozy blanket.
- **Black Animals:** To rule-out exposure problems, avoid taking pictures of black animals with white backgrounds.

EFFECTIVE DATE: March 1, 2008

DACC 023

SUBJECT: ANI-SAFE

Policy No: SP125

Page 1 of 3

Ani-SAFE (Animals In a Safe Anger-Free Environment) provides temporary housing for pets belonging to victims of domestic violence so the victims can leave their batterer and seek safety for themselves, their children, and their pets. Since most domestic violence shelters do not allow animals in their facilities, Ani-SAFE helps by caring for the victims' pets while they take the steps towards separation from the abusive situation. The following program policies and procedures have been established to ensure proper management of these services:

1. Eligibility: Ani-SAFE is available to any victim of domestic violence (client) in Los Angeles County. While program participation does not require that the client be residing in a domestic violence shelter, it is recommended they contact a domestic violence agency to learn about other available resources. Due to limited resources, Ani-SAFE is not available for other animal housing needs such as owner homelessness, incarceration, etc. Clients may not use Ani-SAFE services more than two times in a three-year period. Animal control managers may decline clients who do not meet admission criteria.
2. Hours of Operation: Ani-SAFE is available 24 hours/day, seven days/week. While it is best to provide at least several days' advance notice if the client believes this service will be needed, that is not required.
3. Types of Animals Accepted: Ani-SAFE accepts dogs, cats, small mammals, and some birds and reptiles. Other domestic pets may be accepted based on the species, its particular care requirements, and availability of sheltering. The County may refuse to accept any animal due to its physical health, behavioral problems, or other issues that make it difficult or impossible to safely house. The animals enrolled by clients must belong to them.
4. Transportation of Pets: Experience has shown that it is least traumatic for the pet to have its owner transport it to the animal shelter. However, if this is unavailable, Ani-SAFE will provide transportation via animal control officers. If the client must return to their home to retrieve the pet, the responding animal control officer may request a stand-by from the local law enforcement agency for safety purposes.
5. Location of Emergency Pet Sheltering: Pets placed into the Ani-SAFE program may be sheltered at any one of the six County shelters. To ensure safety for the client, pet, and animal shelter staff, animal control managers will not reveal the location of where the pet is being temporarily sheltered.
6. Reimbursement for Animal Boarding Costs: The County of Los Angeles will provide temporary animal boarding at no charge, for up to two weeks. Boarding charges may be charged if the animals are housed beyond that time frame, and

SUBJECT: ANI-SAFE

Policy No: SP125
Page 2 of 3

will be paid within 14 days of the completion of the boarding time unless agreed otherwise.

7. Duration of Pet Sheltering: Los Angeles County will shelter pets for two weeks. Up to two additional time extensions may be granted, in periods of two-week increments. In special circumstances the shelter manager may grant additional extensions. These will be based on agreement between the animal control manager and the client and be consistent with program capabilities.
8. Ongoing Client Communications: It is imperative that animal control managers be able to contact the client regarding the status of their pet. Clients will be required to provide a telephone number through which they can be reached at all times for the duration of their pet's stay. The client may contact the animal control manager anytime during regular business hours to inquire about the health, care, and well-being of their pet.
9. Client Visitation of Pets: The County recognizes the significance of the bond between client and pet and will make every effort to support ongoing contact whenever possible.
10. Medical Care and Treatment of Pets: Pets entering the Ani-SAFE program must be current on all standard vaccinations. If they are not, the client must authorize Ani-SAFE to inoculate their pets against these diseases (at no cost to the client). Clients will also be required to sign liability and hold harmless agreements absolving the County of any illness or injury incurred by their pet while it is housed at a County shelter. The client will also sign an authorization form for any subsequent medical treatments their pets will require. The County may provide ancillary procedures such as sterilization, micro-chipping, etc. as available. There may be additional costs associated with the ancillary procedures.
11. Abandonment of Pets: While the goal of Ani-SAFE is to eventually reunite pets with their owners, sometimes clients are unable to reclaim their animals. Pets not retrieved by the agreed date will be considered abandoned, and may be placed for adoption or other disposition as Ani-SAFE deems appropriate.
12. Confidentiality and Safety: To protect the safety of the clients and their pets, strict confidentiality rules will be followed at all times. Clients will be given "alias" names to use in the Ani-SAFE program to prevent batterers from learning their true identity and the location of their pets. All records containing Ani-SAFE information will be managed and secured by the animal control manager and kept in a separate filing system.

SUBJECT: ANI-SAFE

Policy No: SP125
Page 3 of 3

13. Reporting Client Services: Animal control managers will report the initiation of client services to the Deputy Director on a form approved by the department. The report will be made within 48 hours of the initiation of services.
14. Reports of Animal Abuse: If the client reports to an animal control manager that their pets have been harmed or are in serious danger of being harmed by the batterer, the animal control manager will report the concern to the animal cruelty investigations officers in the Major Case unit. Any violations of animal cruelty laws will be investigated and charges filed, as appropriate.
15. Reports of Child or Elder Abuse: If the client reports to an animal control manager that their children or an elder has been harmed or are in serious danger of being harmed by the batterer, the animal control manager will report the concern to Children and Family Services or Community and Senior Services.

Case No. BC357617

Esther Campos states: I am employed in the County of Los Angeles, State of California, over the age of eighteen years and not a party to the within action. My business address is 648 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012-2713.

**Settlement Agreement and Release to be Enforced by Court Pursuant to
CCP § 664.6 Until January 1, 2011**

☒ (BY MAIL) by sealing and placing the envelope for collection and mailing on the date and at the place shown above following our ordinary business practices. I am readily familiar with this office's practice of collection and processing correspondence for mailing. Under that practice the correspondence would be deposited with the United States Postal Service that same day with postage thereon fully prepaid.

☐ **(BY EXPRESS MAIL)** by sealing and depositing the document(s) listed above in a post office, mailbox, sub-post office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service for receipt of Express Mail or by sealing and depositing the document(s) in a box or other facility regularly maintained by an express service carrier with delivery fees prepaid or provided for.

☐ **(BY FACSIMILE)** I caused such document to be delivered from the facsimile machine at telephone number (213) 680-2165 on (date), at _____ a.m. / p.m. to the facsimile machine at telephone number _____. The transmission was reported as complete and without error. A copy of the transmission report was properly issued by the transmitting facsimile machine and is attached hereto.

☐ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



☐ (FEDERAL) I declare that I am employed in the offices of a member of this court at whose direction the service was made.

Executed on January 8, 2009, at Los Angeles, California.

Esther Campos

Type or Print Name of Declarant

and, for personal service by a Messenger Service,
include the name of the Messenger Service

 
Signature

SERVICE LIST

Vicki Steiner, Esq.
23679 Calabasas Road #383
Calabasas, California 91302-1502

Bruce A. Wagman, Esq.
Morgenstein & Jubelirer LLP
One Market, Spear Street Tower
Thirty-Second Floor
San Francisco, California 94105

Lisa McCurdy, Esq.
Nixon Peabody
Embarcadero One, Suite 1800
San Francisco, California 94111

Joseph A. Heath, Esq.
Renee E. Jensen, Esq.
Ford, Walker, Haggerty & Behar
One World Trade Center
Twenty-Seventh Floor
Long Beach, California 90831-2700